

**a) Claim Rejection Based On 35 U.S.C. § 112**

The rejection of Claim 21 under 35 U.S.C. § 112, second paragraph as being indefinite is respectfully traversed. The Examiner stated that this rejection could be overcome by amending the phrase “the film” in Claim 21, lines 6-7 to read “the barrier film.” However, the Examiner provided no assurance that such an amendment would be entered after final rejection. Furthermore, Applicants believe that the claim language is very clear to persons skilled in the art, and no amendment is needed.

The phrase “the film” (appearing twice in Claim 21, lines 6-7) plainly refers to a previously recited film. The only previously recited film in Claim 21 is the breathable, stretch-thinned barrier film recited in Claim 21, line 3. No other film is recited. Accordingly, the phrase “the film” in Claim 21, lines 6-7 can only refer to the breathable, stretch-thinned barrier film. While the amendment proposed by the Examiner may clarify this, the phrase has no other possible meaning.

Accordingly, this rejection should be withdrawn.

**b) Claim Rejection Based On Takahashi et al.  
In View Of Chandler et al.**

The rejection of Claims 21-26, 31, 35, 37-39, 41, 44-54 and 56-58 under 35 U.S.C. § 103(a) as obvious over U.S. Patent 5,374,259 (“Takahashi et al.”) in view of U.S. Patent 6,028,160 (“Chandler et al.”) is respectfully traversed. This rejection is premised on the Examiner’s contention that Applicants do not describe an outer cover laminate as a film and nonwoven web that are continuously bonded together. Furthermore, it is apparent from the Office Action and the prior art being applied that Applicants should have provided a basic explanation of what an outer cover is, in the previous response. A misunderstanding of this term has apparently led to prior art being cited which in no way discloses an outer cover laminate.

As explained in the paragraph traversing pp. 18-19 of the specification, personal care articles (e.g., diapers, training pants, feminine hygiene articles and other incontinence articles) generally include a liquid permeable topsheet which faces the wearer, a liquid-impermeable bottom sheet or outer cover, and an absorbent core between them. The outer cover may include a breathable, liquid-impervious film or a laminate thereof. The known purposes of an outer cover laminate are to a) contain aqueous liquids

within the article, b) enhance wearer comfort by providing breathability to water vapor, and c) provide a soft, fabric-like feel to the outer surface of the article.

The topsheet, by contrast, is a liquid-permeable material which faces the wearer's skin and is used to quickly transmit liquid away from the wearer's skin and into the absorbent core. As explained in the paragraph traversing pp. 18-19, the topsheet and outer cover may be sealed (i.e., around their edges) to encase the absorbent core. However, the material which forms the topsheet is not considered by persons skilled in the art to be part of the outer cover laminate. Instead, the topsheet and outer cover are on opposite surfaces of the laminate and perform opposite functions. The topsheet transmits liquid, while the outer cover provides a liquid barrier.

All layers forming the outer cover laminate must necessarily be on the same side of the personal care article, which is the side of the absorbent core facing away from the wearer. This means that there is no absorbent core between the layers of the outer cover laminate.

Stated another way, the film and nonwoven web of an outer cover laminate are joined together along a continuous interface (with no layers between them that do not form part of the outer cover). This means that the film and the nonwoven web interface each other, and touch each other across the area of the outer cover. The Examiner states that the specification does not support such a definition or description. To the contrary, the specification describes only an outer cover in which the film and nonwoven web are continuously joined.

Fig. 3 illustrates a process for making an outer cover laminate. A stretched film 10 and a nonwoven web 30 are joined together using nip rolls 58, to form the laminate 37. There is no absorbent core or other layer between the film 10 and nonwoven web 30. Instead, the film and nonwoven web are continuously joined together.

Fig. 4 illustrates a laminate of a two-layer film 10 and a nonwoven web 40. Again, the film and nonwoven web are continuously joined together. There is no absorbent core or other layer between the film and nonwoven web.

The specification states that the described breathable laminate may be used as an outer cover (p. 18, lines 17-18). Again, the only laminates described are those in

which the film and nonwoven web are joined along a continuous interface. No other “outer cover laminate” structure is defined.

The Examiner alleges that Example 2 of Takahashi et al. discloses an outer cover laminate as claimed. Example 2 discloses a diaper in which a spunbond layer is employed as a liquid-permeable surface layer, a film is employed as a leakproof backing material, and a liquid absorption material is placed between them. Because the spunbond layer and film are positioned on opposite sides of the absorbent core, the layers together do not constitute an outer cover laminate. The fact that they may be joined along their edges does not change this fact. Persons of ordinary skill in the art would not consider a surface (bodyside liner) layer as forming part of an outer cover.

The Examiner incorrectly alleges that the term “outer cover laminate” is merely a statement of use and has no structural significance. The clear structural effect is that the film and nonwoven web are joined and laminated together for use on the same side of an absorbent core, and do not have an absorbent core between them. A structure which uses only a film on a first side of an absorbent core and only a nonwoven web on a second side, as disclosed in Takahashi et al., is not an outer cover laminate. Instead, the disclosed outer cover consists only of the film. The nonwoven web forms no part of the disclosed outer cover.

Finally, the Examiner alleges that Takahashi et al. is “silent with respect to the claimed terpolymer.” To the contrary, Takahashi et al. specifies the use of biodegradable polymers other than the polymers recited in Applicants’ claims. The biodegradable polyesters disclosed in Takahashi et al. include urethane bonds derived from diisocyanate coupling agents (Col. 3, lines 48-64) and apparently do not employ terephthalic acid. Claims 21 and 50, by contrast, recite biodegradable thermoplastic polymers selected from the group consisting of a) polylactic acid polymers, b) polyester terpolymers of butanediol, adipic or succinic acid, and terephthalic acid, c) polycaprolactone polymers, and d) combinations thereof. Takahashi et al. does not disclose or suggest any of these polymers.

The Examiner alleges that Chandler et al. discloses biodegradable polymers as claimed. However, the Examiner has found no suggestion in the prior art to

substitute polymers disclosed in Chandler et al. for the polymers that are clearly specified by Takahashi et al. The Examiner's conclusion that it would have been obvious to make the substitution is not supported by evidence, and is based on hindsight.

Accordingly, this rejection should be withdrawn.

**c) Claim Rejection Based On Takahashi et al.  
In View Of Chandler et al. And Roberts**

The rejection of Claims 40, 42 and 43 under 35 U.S.C. § 103(a) as obvious over Takahashi et al. in view of Chandler et al. and the article by Roberts entitled "Beta-Cyclodextrin Molecules And Their Use In Breathable Barriers" is respectfully traversed. These claims depend from Claim 21 and are patentable for at least the same reasons, explained above. The combined references do not disclose an outer cover laminate which includes a breathable, stretch-thinned barrier film and a fibrous nonwoven web, wherein each film layer and the nonwoven web include a biodegradable polymer. The combined references also do not disclose a biodegradable thermoplastic polymer selected from the claimed Markush group. Furthermore, there is no suggestion to combine Takahashi et al. with Chandler et al., as explained above.

Accordingly, this rejection should be withdrawn.

**d) Conclusion**

Applicants believe that the claims, as now presented, are in condition for allowance. If the Examiner detects any unresolved issues, then Applicants' attorney respectfully requests a telephone call from the Examiner, and a telephone interview. On 30 November 2005, the undersigned spoke to Examiner Sperty and requested a telephone interview before a further Office Action issued. The Examiner did not grant the interview.

Respectfully submitted,



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